<h1>The Engagement Is Off, but at Least You Get the Ring, Right?</h1>

<p>They say the hardest part of breaking up is getting back your stuff. Of course, in this instance, “they” refers to a forgettable, flash-in-the-pan boy band from the late nineties, but the point remains valid. When an engagement ends, both parties often assert a valid claim to the ring, but who prevails ultimately depends on state law.</h1>

<h2>A Crash Course in Gift Law: Conditional vs. Unconditional</h2>

<p>At common law, a gift becomes a gift when three conditions are satisfied: 1) the giver (donor) has donative intent, 2) delivery to the recipient (donee) occurs, and 3) the donee accepts the gift upon delivery. The gift becomes the donee’s property if he/she can prove those three elements.</p>

<p>However, courts also recognize conditional gifts, or those given in contemplation of some future event, such as marriage. With conditional gifts, the item does not become the property of the donee until the event upon which the gift was impliedly conditioned occurs. Unless and until that event occurs, the gift, regardless of possession, remains the property of the donor. More than 20 states have adopted this position toward engagement rings, but they remain the minority.</p>

<h2>A Consolation Prize for the Jilted: the Fault Approach</h2>

<p>The idea that the guilty party in an engagement’s dissolution should ever end up with the ring offends traditional notions of justice, which is why most states have adopted a fault approach to determine engagement-ring property rights. In other words, the courts of these states consider the reasons for the engagement’s termination, including any wrongdoing or infidelity of either party, in deciding who gets the ring. For example, a Pennsylvania court allowed an older man ensconced in a May-December romance with his nubile fiancée to keep the ring when he sued her after she disappeared with his money and his ring to marry another man.</p>

<p>In states applying the fault-based approach, courts rely more on contract than property law to justify their holdings. The party who breaches the contract, based on an agreement to marry, should not be unjustly enriched for doing so and is thereby not entitled to the ring.</p>

<h2>Receivers, Keepers: Exceptions to Traditional Engagement Ring Law<//h2>

<p>Most states will make exceptions to precedent on engagement-ring property law in two cases: if the engagement ring is a family heirloom or if the couple actually married. In the former case, the donor bears the burden of proof in convincing the court that the ring holds sentimental significance and should thus be returned. In the case of a completed marriage, the donee has satisfied the condition upon which the gift, the ring, was given. As a result, in the event of divorce, the gifts given to each respective spouse are considered separate property, and the recipient of the ring would likely retain possession.</p>

<p>The bottom line? No one expects love to end. All couples beginning a relationship believe they are the exception, not the rule. Not to rain on that parade of romantic optimism, but if you believe you are the exception, at least know the rule on engagement-ring property law in your state before you take the leap.</p>